

BELL ATLANTIC-MAINE
V. DWIGHT K. EVERETT
Appeal of Consumer
Assistance Division
Decision, Complaint #5629

ORDER ON APPEAL

WELCH, Chairman; NUGENT, Commissioner

I. SUMMARY

In this Order we uphold the Consumer Assistance Division's June 5, 1998 decision related to the complaint of Mr. Dwight Everett against Bell Atlantic.

II. DECISION

On January 20, 1998, Mr. Everett reported to Bell Atlantic that his phone was not working. Bell Atlantic tested the line from its office and found no problem. Mr. Everett called again on January 21 to report his phone still did not work. They suggested he test his own equipment before they dispatched a repair person.

On January 22, Mr. Everett called again and Bell Atlantic promised a repair person would visit the premises between 8:00 a.m. and noon on January 23. Mr. Everett left his home when no one arrived by noon. A repair person went to the residence at 2:00 p.m. and tested the network interface (NI) and cable and found a dial tone at the NI. No one was home so the repair person left a "no access card" and asked the customer to call if he needed further assistance.¹

When Mr. Everett returned home he still did not have a dial tone. He did not call Bell Atlantic. Instead, Mr. Everett claims he "troubleshooted and found a broken wire inside the 'J' box on the outside of his home." Mr. Everett now demands that Bell Atlantic credit his account for \$142.29, for lack of phone service for 6 days (\$27.34) and for his labor in fixing the phone (\$114.95). Bell Atlantic refused to pay Mr. Everett for the repair work. Bell Atlantic did offer a credit from his monthly

¹We note, that during the time period of Mr. Everett's outage, a large part of the State (although not the area where Mr. Everett resides) was continuing to experience and recover from the effects one of the most destructive ice storms in Maine history.

basic charge for two weeks (\$7.94), as an adjustment for the 5 days he was without service. On April 30, 1998, Mr. Everett complained to the Consumer Assistance Division (CAD).

In its June 5, 1998 decision, CAD found that because Bell Atlantic found that the service had dial tone up to the interface, Bell was not responsible for the repair costs. CAD further found that Mr. Everett would have had to allow access to his residence if he wanted Bell Atlantic to repair his inside wiring. In his appeal to the Commission, Mr. Everett claims the wiring problem was "outside" not "inside" as evidenced by his repair. He further states that he gave Bell Atlantic permission to repair his inside wiring.

Although Mr. Everett faced a frustrating situation, there are no provisions in the Commission rules or Bell Atlantic's terms and conditions that would require it to reimburse a customer for a customer repair of either the customer or the Company's wiring. A broken wire on the outside of a residence may still be the responsibility of the customer as "inside wire" if it is on the customer's side of the network interface. After the fact, there is no way to know what was repaired by Mr. Everett. In addition, even if Mr. Everett did give Bell Atlantic permission to fix inside wire, he needed to arrange access to the inside of his home. Unfortunately Bell Atlantic arrived when no one was there to grant access.

Bell Atlantic offered an abatement for two weeks of service off the basic monthly charge. Mr. Everett argues any abatement should be calculated from his total bill for the month. Bell Atlantic's Terms and Conditions 1.4.2 allow for a pro rata adjustment for charges it made during the period when service was interrupted. This would be an adjustment off the monthly charge as there are no other charges during the time a customer is without service.

We agree with CAD's findings that Bell Atlantic properly applied its terms and conditions and did not violate Commission rules in refusing to pay for the repair work done by a customer and by offering only a rebate from the monthly basic charge. Therefore, we uphold CAD's decision and decline to investigate this matter further.

Dated at Augusta, Maine this 14th day of September, 1998.

BY ORDER OF THE COMMISSION

Dennis L. Keschl
Administrative Director

COMMISSIONERS VOTING FOR: WELCH
NUGENT

NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S.A. § 9061 requires the Public Utilities Commission to give each party to an adjudicatory proceeding written notice of the party's rights to review or appeal of its decision made at the conclusion of the adjudicatory proceeding. The methods of adjudicatory proceedings are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 6(N) of the Commission's Rules of Practice and Procedure (65-407 C.M.R.11) within 20 days of the date of the Order by filing a petition with the Commission stating the grounds upon which consideration is sought.

2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within 30 days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S.A. § 1320 (1)-(4) and the Maine Rules of Civil Procedure, Rule 73 et seq.

3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S.A. § 1320 (5).

Note:The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.